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**In the NEW YORK DISTRICT Court for the
DISTRICT of NEW YORK at Common Law**

Mario E. Castro, et al.,
Plaintiff(s),

vs.

THE BANK OF NEW YORK MELLON,
as Trustee for the Certificate Holders of
CWALT Inc., Alternative Loan Trust
2006-0A11 mortgage pass-through
certificates 2006-0A11, f/k/a THE BANK
OF NEW YORK MELLON,
ALTERNATIVE LOAN TRUST
2006-0A11; UNKNOWN Doe's 1-12,000
et al...

SHELLPOINT MORTGAGE
SERVICING, UNKNOWN Doe's
1-12,000 et al...

Defendant(s).

Civil Action No. 17-cv-4375-JS-GRB

**MOTION FOR RELIEF FROM
JUDGMENT/ORDER PURSUANT
TO FED.R.CIV.P. 60(b)**

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U.S. DISTRICT COURT E.D.N.Y.

I. Motion for Relief from Judgment Pursuant to FED.R.CIV.P. 60(b)

This motion is brought pursuant to **FED.R.CIV.P. 60(b)** by Plaintiff Mario E. Castro, Sui Juris hereby moves the Court to set aside/vacate the judgment entered on **8-30-2018**, which was an order dismissing Plaintiffs claims in part with prejudice (**TILA and UCC**). After further review of

the order accordingly, the **District Court** erred in their judgement for the below factual reasons:

II. FED.R.CIV.P. 60(b) 1:

This court made a mistake by neglecting and failing to allow Plaintiff leave of court to correct the errors in his second amended complaint to enforce justice and seek redress against wrong doers as there are sufficient facts presented in Plaintiff Second Amended Complaint which states a claim to which relief maybe granted in regards to his **TILA** claims (there are no **UCC** claims at the moment but maybe some in the future and these claims should only be dismissed without prejudice) which were dismissed with prejudice in error and denying Plaintiff due process rights to amend this portion of his complaint with leave of court. The Plaintiff asks a court of original jurisdiction to review the facts of the Second Amended Complaint which reference the **TILA claims** and reverse their order denying the Plaintiff the right to exercise his due process rights within a court of original jurisdiction, i.e. common law jurisdiction to sue under the referenced valid law or laws for which the defendants are violating or may violate in the future. Further detailed information is referenced in Plaintiffs Second Amended Complaint (**section XVIII.**) and is incorporated by reference when considering this motion.

III. FED.R.CIV.P. 60(b) 2 & 3:

The Plaintiff has discovered there is evidence of constructive fraud dealing with the initial loan alleged assignments of mortgage and note(s) due to robo-stamping, robo-signing, and signatures as addressed further in Plaintiffs Second Amended Complaint which is more detailed and is incorporated by reference when considering this motion.

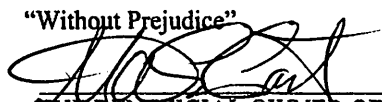
jurisdiction” to make such judgements/orders in regards to the matter at hand to resolve the current and continual controversy and make a judgement upon facts, not assumptions, nor hearsay by the defendants attorney. Plaintiff hereby objects to and does not consent to be before a “Magistrate” in regards to this matter and demands that this motion be reviewed by a Judge of record with a Court of Original Jurisdiction in this matter.

VI. Conclusion

For all the reasons set forth above, it is respectfully requested that this Court grant the relief requested in regards to the judgement/order entered and dated **August 30, 2018**.

RESPECTFULLY PRESENTED,

“Without Prejudice”

 *Non Assumpsit* Date *12/3/18*
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
Mario E. Castro, Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained U.C.C. 1-207/1-308, 1.103.6
c/o 419 West Hills Road, Melville, New York 11747
Ph. 917-513-7741

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

THE BANK OF NEW YORK MELLON, as Trustee
SHELLPOINT MORTGAGE SERVICING
c/o Joseph M. DeFazio / Natsayi Mawere - AKERMAN LLP
666 FIFTH AVENUE, 20TH FLOOR
NEW YORK, NEW YORK, 10103

herein after, "Recipient," the following in regards to case number 17-cv-4375-JS-GRB:

1. COPY PLAINTIFFS SECOND AMENDED COMPLAINT (57 pages); and
2. COPY MOTION FOR RELIEF FROM JUDGMENT/ORDER PURSUANT TO FED.R.CIV.P. 60(b) (3 pages); and
3. Copy of Exhibits - A (36 pages including cover sheet); and
4. reference copy of this Notary's Certificate of Service (signed original on file) 1 page.

by Certified Mail No. 7018 0680 0002 30504406 Return Receipt attached by placing same in a postpaid envelope properly addressed to Recipient at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of New York.

Total of 98 pages.

[Signature] NON ASSUMPSIT
12/3/2018
Date
Mario E. Castro a Natural Man

JASON MURIEL
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MU6332858
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES NOVEMBER 09, 2019

(SEAL)

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EDNY PRO SE OFFICE

[Signature] 12/3/18
Notary Public Signature: Date:

Jason Muriel
Notary Public Print:

Notary Public Address:
273 Walt Whitman Rd
Huntington Station NY 11746
11/9/19
My Commission Expires:

A notary public or other officer completing this certificate verifies the identity of the individual who signed the document, to which this certificate is attached, and the truthfulness, accuracy, or validity that the document attached or affixed hereto is an original copy.